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**BOARD OF SUPERVISORS**

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June 12, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT WITH L.A. CARE HEALTH PLAN TO ESTABLISH OWNERSHIP OF  
COPYRIGHT INTERESTS FOR A PEDIATRIC ASTHMA PROVIDER TOOLKIT  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Delegate authority to the Director of Public Health, or his designee, to sign an Agreement (Exhibit I) with L.A. Care Health Plan (LACHP) which allows the Department of Public Health (DPH) unrestricted use of LACHP's Pediatric Asthma Provider Toolkit (Toolkit), effective on the date of execution by the parties and remaining in effect for the life of all copyright interest in the Toolkit, including later modifications to the Toolkit, at no net County cost.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:**

In approving this action, the Board is authorizing the Director of Public Health, or his designee, to sign an agreement with LACHP to allow LACHP to own the copyright interests for a Toolkit. The Community Clinic Association of Los Angeles County (CCLAC) began a collaborative project in the Fall of 2005 to improve the management of childhood asthma among pediatric health care providers in Los Angeles County.

CCLAC invited LACHP, the DPH, and the Los Angeles Unified School District to collaborate on the project, called the Asthma Clinical Partnership. Grant funding was received by the CCLAC in March, 2006 to help the Partnership meet the objectives. The three objectives of the project are to:

- 1) Develop a Pediatric Toolkit to distribute to pediatric health care providers in LA County;
- 2) Host a series of roundtable educational events on the topic of pediatric asthma management for health care providers to attend; and
- 3) Develop a model of communication on asthma management between community clinics and schools.

A representative of the DPH has been part of the Asthma Clinical Partnership since its inception, and has provided input on the development of the Pediatric Toolkit.

The Toolkit is a binder filled with resources for health care providers to help them understand how to properly manage asthma in children. These resources include tools they can use to better communicate with parents and teachers on the care plan for each child, such as the Asthma Action Plan. Also included in the Toolkit are examples of informative handouts that can be distributed to parents to help them better understand the importance of appropriate monitoring and care of asthma. A compact disk (CD) with electronic copies of each handout is included in each Toolkit so that the health care providers can print out as many of the handouts as they need.

#### FISCAL IMPACT/FINANCING:

There is no fiscal impact. No funds will be exchanged between the parties as it relates to establishing copyright ownership under the agreement with LACHP.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Toolkit was finalized in October, 2006 and it was agreed by all parties involved in the creation of the Toolkit, including the DPH and the Los Angeles Unified School District that the Toolkit should be copyrighted due to the extensive amount of time and resources that went into its development and production. All parties further agreed that copyright should be owned by LACHP since it was the party that put the greatest amount of work into the product. The legal department of LACHP drafted the agreement for signature for all parties of the partnership. The agreement allows for the unrestricted use of the toolkits by all parties.

Exhibit I has been approved as to use and form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

Not applicable.


IMPACT ON CURRENT PROGRAM SERVICES (OR PROJECTS):

There is no anticipated impact on current services due to this agreement.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



 Jonathan E. Fielding, M.D.  
Director and Health Officer

JEF: lm

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICES:

Agreement with L.A. Care Health Plan (LACHP) to establish ownership of copyright interests for a Pediatric Asthma Provider Toolkit (Toolkit).

2. AGENCY ADDRESS AND CONTACT PERSON:

L.A. Care Health Plan  
555 West 5th. Street, 29th. Floor  
Los Angeles, California 90013  
Attention: Paula Williams-Valencia, MPH, CHES  
Telephone: (213) 694-1250 x4364  
FAX: (213) 623-8987  
Email: Williams-Valencia @lacare.org

3. TERM:

Effective on the date executed by all parties and remaining in effect for the life of all copyright interest in the Toolkit including later modifications to the Toolkit.

4. FINANCIAL INFORMATION:

There is no fiscal impact. No funds will be exchanged between the parties it relates establishing copying ownership under the agreement with LACHP.

5. GEOGRAPHIC AREA TO BE SERVICED:

All Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING EVALUATION:

Cindy A. Harding, M.P.H., Director, Maternal, Child, and Adolescent Health Programs.

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief Deputy Director
Contracts and Grants Division:	Gary T. Izumi, Chief
County Counsel:	Robert E. Ragland, Senior Deputy County Counsel

AGREEMENT  
for  
Pediatric Asthma Provider Toolkit

Dated as of the 12th day of January 2007,

between

Local Initiative Health Authority for Los Angeles County, a California independent public agency, with its principal offices located at 555 West Fifth Street, 29<sup>th</sup> Floor, Los Angeles, CA 90013, (hereinafter referred to as L.A. Care),

and

The below-identified, entities, which arrange for, support or provide healthcare services and information for the benefit of children in Los Angeles County (hereinafter referred to as PROVIDER).

WHEREAS, L.A. Care, has as its mission to help Los Angeles County residents obtain health care information and services for their families and promoting the health of children in Los Angeles County;

WHEREAS, PROVIDER is a member of the community of healthcare and healthcare information providers serving Los Angeles County residents and their families;

WHEREAS, L.A. Care, in conjunction with other parties, is developing informational and educational materials in the form of a provider toolkit directed to the subject of pediatric asthma (hereinafter referred to as the Work);

WHEREAS, PROVIDER is willing to provide contributions of information and/or materials for incorporation in the Work, whether new or pre-existing; and

WHEREAS, the parties believe it is important to establish clear ownership of the copyright interests in the Work in order to protect the Work and to control its use and wish to clarify certain rights to use the Work;

NOW, THEREFORE, in consideration of the covenants and obligations of this agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1.      **COPYRIGHT OWNERSHIP:** It is agreed that all rights, title and interest in the copyright in the Work shall reside in L.A. Care, subject to the copyright and any other rights in pre-existing contributions described in Section 3 below.
2.      **NEW CONTRIBUTIONS:** To the extent that the contribution by PROVIDER provided for inclusion in the Work is new, such contribution shall be considered to be specially ordered by L.A. Care for use along with or in combination with other copyrightable works and shall be considered a work made for hire under the U.S. copyright laws. To the extent that PROVIDER may possess any copyright interests in such new contribution, PROVIDER hereby transfers and assigns, and agrees to transfer and assign, to L.A. Care any and all copyright interests and other rights in such new contribution to the Work throughout the world, including the exclusive right to reproduce the Work and to distribute such reproductions, the exclusive right to grant licenses to use the Work, and the exclusive right to make derivative works based on the Work.
3.      **PRE-EXISTING CONTRIBUTIONS:** To the extent that any contribution by PROVIDER for inclusion in the Work is pre-existing, PROVIDER hereby grants an irrevocable, royalty-free, perpetual, world-wide license to utilize the contribution as an element of the Work in printed, electronic, optical and any other media; including (upon approval of PROVIDER, which shall not be unreasonably withheld) the right to modify and adapt such contribution to the Work and to any later modifications to the Work. Notwithstanding the foregoing, PROVIDER will retain any copyright interest they may have in any pre-existing contribution. L.A. Care merely obtains a copyright interest in the Work.
4.      **IDENTIFICATION OF U.S. GOVERNMENT WORKS INCORPORATED IN THE CONTRIBUTION:** Whenever a contribution provided by PROVIDER for incorporation in the Work incorporates U.S. Government works in which no copyright exists, PROVIDER agrees to identify such components to L.A. Care so that it may provide appropriate references with respect to such material.

5. LICENSE: L.A. Care grants to PROVIDER an irrevocable, royalty-free, perpetual, non-exclusive license to reproduce the Work in copies and distribute such copies of the Work for the purposes of providing pediatric asthma information to its patients; parents, guardians, and families of such patients; students; parents, guardians and families of such students; teachers; and constituents; within the United States. No alteration shall be made to the Work without the express, written consent of L.A. Care. Such license does not include the right to sublicense others.

6. TERM OF AGREEMENT: This Agreement shall come into effect after execution by the L.A. Care and signing PROVIDER and remain in effect as to such signing parties for the life of all copyright interests in the Work including later modifications to the Work. If significant modifications are proposed to the Work at a later date, L.A. Care will make every effort to duly inform and seek input from PROVIDER representatives designated in Attachment A.

7. WARRANTIES: Each party hereto warrants and represents to the others that any contribution provided by it in connection with the Work and its use as provided herein is not in any way a violation of a copyright, right of privacy, right of publicity, or any other proprietary rights of another and that it contains nothing of a libelous, obscene or illegal character, and that it owns the rights it hereby transfers and assigns and agrees to transfer and assign; and that it has the right to grant the licenses herein provided and each party agrees to indemnify and hold harmless the other parties to this Agreement and their employees and agents from any liability, loss, damage and claims, arising out of or resulting from a breach of any of the foregoing warranties or representations.

8. FURTHER ASSURANCES: Each party shall take any and all steps, and execute, acknowledge and deliver any and all further documents, including without limitation confirming copyright assignments, which another may reasonably request to effectuate the intent and purposes of this Agreement.

9. RELATIONSHIP OF PARTIES: Nothing herein contained shall be deemed to establish a partnership between the parties nor a joint venture by them, nor to establish any of them as the other's agent. The officers, agents, and employees of one party shall not be considered agents nor employees of the other, and this Agreement does not create any relationship of employer and employee, master and servant, nor principal and agent.

10. AGREEMENT BINDING: This Agreement shall be binding upon, and insure to the benefit of the successors and assigns of the parties.

11. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law rules or choice of law rules thereof.

12. WAIVER: The failure of either party to insist in any one or more instances upon strict performance by the other of its obligations hereunder shall not constitute a waiver or relinquishment of any such obligation for the future and the obligation shall continue in full force and effect.

13. INTEGRATION AND MODIFICATION: This is the entire Agreement between the parties. There are no other agreements or representations set forth herein, and this Agreement incorporates all prior negotiations, agreements, and representations. This Agreement may not be modified except in writing signed by each party to be bound.

14. HEADINGS: Headings used in this Agreement are for reference purposes only and shall not be deemed part of this Agreement.

15. COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Agreement notwithstanding that parties are not signatories to each counterpart; however, this agreement shall not be enforceable against any party until a counterpart has been executed by such party.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement,



L.A. Care

| By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Community Clinic Association of Los Angeles County

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Los Angeles Unified School District

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Los Angeles County Department of Public Health

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_